

Fwd: HA: Global Settlement - Acknowledgement

Subject: Fwd: HA: Global Settlement - Acknowledgement
From: Pk <kenner33@gmail.com>
Date: 5/19/2009 9:49 PM
To: Constantine Tommy <tommy@eufora.com>
CC: Kenner Phil <kenner33@gmail.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: "Gonchar, Sergei" <sgonchar@nhlpa.com>
Date: May 19, 2009 9:27:59 PM PDT
To: "PHIL KENNER" <kenner33@gmail.com>
Subject: HA: Global Settlement - Acknowledgement

Acknowledged and approved

-----Исходное сообщение-----

От: PHIL KENNER [mailto:kenner33@gmail.com]
Отправлено: Пн, 5/18/2009 1:18
Кому: Gonchar, Sergei
Копия: Tommy Constantine
Тема: Global Settlement - Acknowledgement

Sergei:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

SMC000013

SMC-00000013

A

Fwd: Global Settlement

Subject: Fwd: Global Settlement
From: Pk <kenner33@gmail.com>
Date: 5/18/2009 6:32 AM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: kmpgp@aol.com
Date: May 18, 2009 6:10:43 AM PDT
To: kenner33@gmail.com
Subject: Re: Global Settlement

Hey, before we sign off on an "approved" letter, can we please have the written documentation as to exactly how much (%) we obtained with our contribution? Michael mentioned last Monday that you told him we'd have it by last Wed., but we still haven't received it. We want to be diligent about our record keeping.

thanks!

Kristin

-----Original Message-----

From: PHIL KENNER <kenner33@gmail.com>
To: Mike & Kristen Peca <KMPGP@aol.com>
Sent: Mon, 18 May 2009 1:14 am
Subject: Global Settlement

Michael & Kristen:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

We found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? [Explore WhereltsAt.com](http://Explore.WhereltsAt.com).

FW: Global Settlement

Subject: FW: Global Settlement
From: PHIL KENNER <kenner33@gmail.com>
Date: 6/5/2009 3:54 PM
To: Tommy Constantine <tommy@eufora.com>

FYI. Phil

----- Forwarded Message
From: Mike & Kristen Peca <KMPGP@aol.com>
Date: Fri, 22 May 2009 20:33:11 -0400
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Global Settlement

I understand and accept the terms of this settlement plan. Thanks

----- End of Forwarded Message

SMC000015

SMC-00000015 B-1

*W: Authorization for Attorney to file Lawsuits

Subject: FW: Authorization for Attorney to file Lawsuits
From: PHIL KENNER <kenner33@gmail.com>
Date: 6/16/2009 11:22 PM
To: Mike & Kristen Peca <KMPGP@aol.com>
CC: Tommy Constantine <tommy@eufora.com>

Michael and Kristen:

I hope you are well;..at least feeling better than me!

Please IMMEDIATELY copy the language from the email below and send it to Tommy, Ron and I in the AM.

This is critical. The dominoes are falling...as planned!

I cannot wait to see you soon (without Migraines) and catch up.

Thanks. Phil

----- Forwarded Message

From: Tommy Constantine <tommy@eufora.com>
Date: Fri, 12 Jun 2009 20:00:15 -0700
To: <Undisclosed-Recipient:>
Subject: Authorization for Attorney to file Lawsuits

All:

Please copy and paste the text below into a new email, type your name at the end and please email it to the following three email addresses ASAP:

ron@ronaldrichards.com
tommy@eufora.com
kenner33@gmail.com <mailto:kenner33@gmail.com>

I authorize the law firm of Ronald Richards & Associates, a professional corporation to initiate civil litigation on my behalf against Ken Jowdy and his related entities in any jurisdiction that is appropriate in the United States of America.

If necessary, I authorize Ronald Richards & Associates to employ local counsel to assist them on my behalf or assist in any admission to a Court in the various jurisdictions to where an action could be brought.

Sincerely,

----- End of Forwarded Message

SMC000016

SMC-00000016

13-7

FW: Global Settlement

Subject: FW: Global Settlement
From: PHIL KENNER <kenner33@gmail.com>
Date: 5/18/2009 12:53 PM
To: Tommy Constantine <tommy@eufora.com>

FYI. Phil

----- Forwarded Message

From: Darryl Sydor <sid@safeden.com>
Reply-To: Darryl Sydor <sid@safeden.com>
Date: Mon, 18 May 2009 19:21:16 +0000
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Global Settlement

Yes I totally understand everything. Thx Darryl

Sent via BlackBerry by AT&T

From: PHIL KENNER
Date: Sun, 17 May 2009 22:17:30 -0700
To: Darryl Sydor <sid@safeden.com>
Subject: Global Settlement
Darryl:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

----- End of Forwarded Message

SMC000017

SMC-00000017

C

Re: Global Settlement acknowledgement

Subject: Re: Global Settlement acknowledgement
From: PHIL KENNER <kenner33@gmail.com>
Date: 5/18/2009 12:23 PM
To: Jay McKee <NicJay74@aol.com>
CC: Tommy Constantine <tommy@eufora.com>

Jay:

Can you fax the attorney letters to me at (646) 827-0832.

Thanks. Phil

From: Jay McKee <NicJay74@aol.com>
Date: Mon, 18 May 2009 15:20:22 -0400
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Global Settlement acknowledgement

Acknowledged and approved..

-----Original Message-----

From: PHIL KENNER <kenner33@gmail.com>
To: Jay McKee <NicJay74@aol.com>
Sent: Mon, 18 May 2009 1:15 am
Subject: Global Settlement acknowledgement

Jay & Nicole:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

We found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? Explore [WhereItsAt.com](http://www.whereitsat.com)
<<http://www.whereitsat.com/?ncid=emlwenew00000001>> .

SMC000018

SMC-00000018

D

RE: Global Settlement - ACKNOWLEDGEMENT

Subject: RE: Global Settlement - ACKNOWLEDGEMENT
From: "Lehtinen, Jere" <jlehtinen@nhlpa.com>
Date: 5/18/2009 8:25 PM
To: "PHIL KENNER" <kenner33@gmail.com>
CC: "Tommy Constantine" <tommy@eufora.com>

I acknowledged and approved this email.

Jere Lehtinen

From: PHIL KENNER [mailto:kenner33@gmail.com]
Sent: Mon 5/18/2009 1:16 AM
To: Lehtinen, Jere
Cc: Tommy Constantine
Subject: Global Settlement - ACKNOWLEDGEMENT

Jere:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000019

SMC-00000019

14

Fwd: Acknowledgement and Approval

Subject: Fwd: Acknowledgement and Approval
From: Pk <kenner33@gmail.com>
Date: 5/18/2009 5:24 AM
To: Constantine Tommy <tommy@eufora.com>

For your records.

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: Mattias Norstrom <mattiasnorstrom@mac.com>
Date: May 17, 2009 10:38:31 PM PDT
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Acknowledgement and Approval

ACKNOWLEDGEMENT AND APPROVAL
Best Regards
Matti
18 maj 2009 kl. 07.13 skrev PHIL KENNER:

Matti:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000020

SMC-00000020

F

Fwd: Acknowledgement and consent letter

Subject: Fwd: Acknowledgement and consent letter
From: Pk <kenner33@gmail.com>
Date: 5/18/2009 6:54 PM
To: Constantine Tommy <tommy@eufora.com>

FYI

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: Glen Murray <gmuzz27@yahoo.com>
Date: May 18, 2009 6:46:43 PM PDT
To: PHIL KENNER <kenner33@gmail.com>
Subject: Re: Acknowledgement and consent letter

ACKNOWLEDGED AND APPROVED.

THANK YOU

GLEN MURRAY

--- On Mon, 5/18/09, PHIL KENNER <kenner33@gmail.com> wrote:

From: PHIL KENNER <kenner33@gmail.com>
Subject: Acknowledgement and consent letter
To: "Glen Murray" <gmuzz27@yahoo.com>
Cc: "Tommy Constantine" <tommy@eufora.com>
Date: Monday, May 18, 2009, 8:48 AM

Glen:

Per our conversation, please acknowledge your approval and authorization for me to wire transfer \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000021

SMC-00000021

6

Verification email
required by Kenner
for every
transaction that
began with
Kenner's limited
Power of Attorney...

FW: wire

Subject: FW: wire
From: PHIL KENNER <kenner33@gmail.com>
Date: 5/18/2009 8:33 PM
To: Tommy Constantine <tommy@eufora.com>

fyi

----- Forwarded Message
From: Glen Murray <gmuzz27@yahoo.com>
Date: Mon, 18 May 2009 20:06:07 -0700 (PDT)
To: PHIL KENNER <kenner33@gmail.com>
Subject: wire

I GLEN MURRAY ACKNOWLEDGE AND APPROVE FOR PHIL KENNER TO WIRE TRANSFER
\$250,000 TO ATTORNEY RON RICHARD'S TRUST ACCOUNT FOR CONTRIBUTION TO THE
GLOBAL SETTLEMENT FUND.

THANK YOU
GLEN MURRAY

----- End of Forwarded Message

Fwd: Global Settlement fund

Thanks Phil, I have acknowledged and approved this transaction.

William Ranford

Sent using BlackBerry

-----Original Message-----

From: PHIL KENNER <kenner33@gmail.com>

To: Bill Ranford

Sent: Thu Jul 16 09:34:55 2009

Subject: Global Settlement fund

Bill:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$100,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall me mentioning the Palms units in our conversation. In any case, because Moreau and Tommy settled that case as part of the Global Settlement, Tommy has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000023

SMC-00000023

4

Fwd: Ranford

Subject: Fwd: Ranford
From: Pk <kenner33@gmail.com>
Date: 6/10/2009 8:13 PM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: "Stephanie Nichols" <Stephanie@standardadvisors.com>
Date: June 10, 2009 7:10:18 PM PDT
To: "PHIL KENNER" <kenner33@gmail.com>
Subject: RE: Ranford

Schwab wire insx for Ranford:

- Citibank NA
- 111 Wall Street
- New York, New York 10043
- ABA # 021-000-089
- FBO: Charles Schwab & Co., Inc.
- Account Number: 4055-3953
- For the account of: William Ranford Individual

Account number: 2106-9285

From: PHIL KENNER [mailto:kenner33@gmail.com]
Sent: Wednesday, June 10, 2009 5:38 PM
To: Stephanie Nichols
Subject: Ranford

Steph.

I need to send a wire for Bill INTO his account at Schwab.

Can you please get me the instructions to send the funds to him.

Thanks. Phil

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.339 / Virus Database: 270.12.50/2150 - Release Date: 06/10/09 05:52:00

SMC000024

SMC-00000024

H-1

Fwd: Nash wire

Subject: Fwd: Nash wire
From: Phil Kenner <pak33@mac.com>
Date: 6/10/2009 2:56 PM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: Doug Jankowski <djankowski@ggadvisors.com>
Date: June 10, 2009 2:07:01 PM PDT
To: NashTy18@gmail.com, kathynash9@hotmail.com
Cc: 'Phil Kenner' <pak33@mac.com>
Subject: Nash wire

Tyson Nash
\$100,000 wire to
Ron Richards Trust
Account for
Constantine...

We have been notified by Charles Schwab that your wire transfer request has resulted in the following:

Wire Amount: \$100,000
Wire Fee: \$25
Beneficiary: Law Offices of Ronald Richards & Associates, Los Angeles
Process Date: 06-10-2009
Status: complete

Doug Jankowski
Greenberg|Graham Advisors LLC
2600 Michelson Drive, Suite 1700
Irvine, CA 92612

(714) 437.0040
(714) 200.0763 (efax)

djankowski@ggadvisors.com

Kenner investors' FINRA rep who verified EVERY wire transfer before and after it was released from their Charles Schwab accounts -- making it impossible for Kenner to independently transfer client funds...

Disclosures

Firm Disclosure: Greenberg|Graham Advisors LLC is a fee-only wealth advisory firm. Our services are directed primarily toward individuals or families who have accumulated significant net worth. For information regarding a specific service, please contact one of our senior advisors.

SEC Disclosure: Investment advisory services offered through Greenberg|Graham Advisors LLC, a registered investment advisor.

Treasury Circular 230 Disclosure. In order to comply with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Privacy Notice. This message is intended for the person or entity to which it is addressed and contains information that may be confidential or exempt from disclosure law. You are hereby notified that copying or any use of this communication, except in accordance with its intended purpose, is strictly prohibited.

Nashville

Subject: Nashville
From: PHIL KENNER <kenner33@gmail.com>
Date: 6/8/2009 10:11 AM
To: "de7vo@rogers.com" <de7vo@rogers.com>, <de7vo@aol.com>
CC: Tommy Constantine <tommy@eufora.com>

Greg/Suzie:

It was great to see you guys. I look forward to Vegas in a few weeks to catch up more.

Tell Luke I thought his hair looked like a STAR! His card is staged next to Blakey's rookie card on my desk.

I have attached the two attorney letters for you both to sign and return to me via fax at Fax: (646) 827-0832.

Attached are the wire instructions (below) for our attorney in LA, Ron Richards, who is handling all of the cases for us.

Please call me with any questions. I am glad we were face-to-face for you to meet Tommy and understand the the Program.

Let me know when you send the wire, so Tommy (cell-602-363-5676) can alert Ron Richards. The sooner the better as we want to file the suits against Jowdy in the next 2 days.

Thanks. Phil

Please wire \$250,000.00 using the following instructions:

1st Century Bank.

ABA Routing number **122243761**

Name: **1st Century Bank**

Address **1875 Century Park East, Suite 100
Los Angeles, CA 90067**

Beneficiary Account: **2100017561**

Beneficiary Account Name: **Law Offices of Ronald Richards and Associates, A
Professional Corporation**

If you have any questions, please contact Nicole Rustigian (310) 270-9549

— Attachments: —

Letter from SA clnts to Harvey.pdf.zip	28.6 KB
Letter from SA clnts to Meeks.pdf.zip	28.8 KB

SMC000027

SMC-00000027

3

'wd: Global Settlement

Subject: Fwd: Global Settlement
From: Pk <kenner33@gmail.com>
Date: 7/21/2009 10:01 AM
To: Constantine Tommy <tommy@eufora.com>

Thanks, Phil
Cell: (480) 235-4193

Begin forwarded message:

From: BRIAN CAMPBELL <bcampbell1979@mac.com>
Date: July 21, 2009 9:18:44 AM PDT
To: kenner33@gmail.com
Subject: Fwd: Global Settlement

Acknowledged and Approved. Thanks Phil. Talk when you get back.

Brian Campbell

>From: "Pk" <kenner33@gmail.com>
>To: "Campbell Brian" <bcampbell1979@mac.com>
>Date: July 21, 2009 05:42:21 AM PDT
>Subject: Global Settlement

>
>

Brian:

Per our conversation, please acknowledge your approval and authorization for me to have wire transferred \$250,000 to Attorney Ron Richard's Trust Account for your proportionate contribution to the Global Settlement Fund. In addition to the fund paying for various legal fees, PR Agency fees, as well as other protective advances and settlement costs, you will be receiving transfer of membership agreements from Tommy for your acquisition of additional interest in Eufora, LLC, as well as your new LLC and operating agreements reflecting your ownership interest in the Avalon Airpark Real Estate Project, the Falcon 10 aircraft, and the two Palms Place condominium units. You may not recall Tommy or I mentioning the Palms units in our conversation. In any case, because Moreau and Tommy are also settling that case as part of the Global Settlement, he has graciously elected to include you as a beneficiary in the significant equity that exists in those two units as part of this transaction. As we discussed, rather than throwing money away only on legal fees, this strategy which effectively acquires significant assets, while providing a legal remedy, is by far our best solution.

Tommy has requested from all of us and will provide to us, written documentation of every element of this transaction. Please respond, ACKNOWLEDGED AND APPROVED, to this email accordingly ASAP.

Thanks. Phil

SMC000029

SMC-00000029

K

Ron Richards Wire instrx

Subject: Ron Richards Wire instrx
From: PHIL KENNER <kenner33@gmail.com>
Date: 10/9/2009 9:38 AM
To: Vitali&Tina Yachmenev <vtyach@yahoo.com>

Vitali:

As discussed, attached are the wire instructions for our attorney, Ron Richards.

Please confirm when your wire goes out.

ABA Routing number	122243761
Name:	1st Century Bank
Address	1875 Century Park East, Suite 100 Los Angeles, CA 90067

Beneficiary Account: 2100017561
Beneficiary Account Name: Law Offices of Ronald Richards and Associates, A Professional Corporation

If you have any questions, please contact Nicole Rustigian (310) 270-9549

Thanks. Phil

SMC000030

SMC-00000030

N

Re: Standard Advisors

Subject: Re: Standard Advisors
From: phil kenner <kenner33@gmail.com>
Date: 3/31/2009 9:42 AM
To: "Hurt, Mary S" <mary.s.hurt@bankofamerica.com>
CC: Tommy Constantine <tommy@eufora.com>

Mary:

Can you please wire \$20,000 from Standard Advisors to:

routing: 121000248.

account number: 0911390599

Wells Fargo Bank, 1801 Avenue of the Stars, Los Angeles, CA 90067
Law Offices of Ronald Richards & Associates

Account: Tommy Constantine

Thanks. Phil

Kenner making initial GSF contribution transfer to Constantine's control: just one of over \$100,000 to follow directly into the USA and Mexico (all stipulated in evidence)...

SMC000031

Meeting next week

Subject: Meeting next week
From: "Ronald Richards" <ron@ronaldrichards.com>
Date: 3/27/2009 12:28 PM
To: "Tommy Constantine" <tommy@eufora.com>

Hi Tommy,

Thanks for the retainer agreement executed. I have this slated to meet with them next week. Is the wire going out Monday? Also, I will need a credit card for any court costs, etc. that are billed directly to the card.

Thanks!

/S Ronald Richards, Esq.

Law Offices of Ronald Richards & Associates, a Professional Corporation



www.ronaldrichards.com

310-556-1001 Office
310-277-3325 Fax

Mailing Address:
P.O. Box 11480
Beverly Hills, CA 90213

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.557 / Virus Database: 270.11.29/2024 - Release Date: 3/26/2009 7:12 AM

SMC000032

SMC-00000032 TC-2
MAR 27 11:05 AM

LAW OFFICES OF RONALD RICHARDS AND ASSOCIATES
P.O. BOX 11480
Beverly Hills, CA 90213
310-556-1001 office 310-277-3325 fax

TRUE RETAINER AGREEMENT

The undersigned, Thomas Constantine, and Constantine Management, Ltd., an Illinois company hereinafter Client, hereby employs Law Offices of Ronald Richards & Associates hereinafter Attorney, as Clients' (Attorney) to engage the attorney by a true retainer engagement for \$20,000.00 for a period of 120 months. The fee is solely to engage the attorney to insure his availability. Attorney may extend the period if he chooses to. Client will be given a credit with the firm for the value of the true retainer. Client is responsible for all fees after the credit is exhausted. Once the initial credit is exhausted, if there is a any litigation pending, client will be required at all times to have an advance fee credit of at least \$5,000.00 which is immediately refundable upon termination minus any fees earned. If there is no litigation pending, Client will be required to have \$5,000 of advanced fees as a credit balance at the end of each month. Attorney will withdraw from any litigation if client does not have the minimum credit balance with attorney prior to each billing statement. Constantine represents he is the sole owner of the Ltd.

1. FEES

Client agrees to compensate Attorneys at a total rate of \$20,000.00 TO ENGAGE attorneys. The retainer is a true retainer as defined in Rule 3-700 (D)(2). It is for no other purpose. The time period for the true retainer is 120 months. Client shall be given a credit of \$20,000.00 in hourly work which is broken down as follows: \$575.00 per hour for Mr. Richards, \$395.00 per hour for associates. Fees and shall be secured by a credit card which shall be used to advance fees and costs in this matter.

2. COSTS

Client shall pay all costs reasonably necessary for the representation in the matter. Attorney is authorized to incur reasonable costs and expenses in performing legal services under this Agreement. At our option we may either advance any necessary costs and deduct them from any recovery or we may bill you in advance. Costs may include, among other things, filing fees, court costs, service fees, jury fees, copying (\$.15 per copy), postage, investigation fees, witness fees, jury fees, messenger services, travel expenses including mileage (\$.30 per mile traveled), amounts paid to doctors and other experts, the expense of obtaining hospital and doctors' records, retained experts and consultants, investigative and hourly legal assistant costs, and any other costs Attorneys deem necessary to properly prepare

and pursue Clients' case.

3. RETAINER

Client shall deposit the sum of \$20,000.00 with attorney as a true retainer . The fees are earned upon receipt. The client is paying this fee to have the attorney ready, willing, and able to perform legal services related to a different actions at the client's request. In addition, client was advised that attorney limits his case load and this is a true retainer.

4. ACTIONS BY FIRM

We may take any actions that, in our discretion, are necessary in the prosecution of the case. However, no settlement will be made without your consent. We do not guarantee any particular result, but pledge to use our best efforts to reach a satisfactory conclusion to the case.

5. BILLS

Attorney will provide monthly statements.

6. LEGAL SERVICES SPECIFICALLY EXCLUDED.

Legal services that are not to be provided by Attorney under this agreement specifically include, but are not limited to any appeal on this matter. If Client wishes that Attorney provide any legal services not to be provided under this agreement, a separate written agreement between Attorney and Client will be required.

7. INUREMENT

Clients bind their heirs, executors, and legal representatives to the terms and conditions set forth in this agreement.

8. DISCHARGE

The client may discharge attorney at any time, by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney in full for all services provided and to reimburse Attorney for all costs advanced.

9. WITHDRAWAL OF ATTORNEY

Attorney may withdraw at any time, by giving the client reasonable notice, as permitted under the *Rules of Professional Conduct* of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The client consents, and (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively. In that event, the client agrees to sign a consent to withdrawal. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney's fees for all services provided, and to reimburse Attorney for all costs advanced, before the withdrawal.

10. REPRESENTATION OF ADVERSE INTERESTS

Client is informed that the *Rules of Professional Conduct* of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

11. RELEASE OF CLIENT'S PAPERS AND PROPERTY

At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

12. DISCLAIMER OF GUARANTY

Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

13. ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

16. ATTORNEY'S FEES & COSTS IN ACTION ON AGREEMENT

The prevailing party to the greater extent in any action or proceeding to enforce the fee provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding. This provision is limited to a breach for non payment of fees only. It shall not be included in any action for professional negligence or non performance or breach of this agreement.

17. COOPERATION

The Law Offices of Ronald Richards & Associates has agreed to provide legal services for the purpose of completing the assignment for which it is herein retained, and client agrees at all times to remain available and to fully cooperate with the Law Offices of Ronald Richards & Associates to permit them to adequately and timely complete their assigned work.

18. EFFECTIVE DATE OF AGREEMENT

The effective date of this agreement will be the date when, having been executed by Client, one copy of the agreement is received by Attorney.

This agreement is required by *Business and Professions Code §6147* and is intended to fulfill the requirements of that section.

I have read this contract, have received a copy of it, and agree to the terms and conditions. There are no other agreements, oral or otherwise between Clients and Attorneys. The foregoing is agreed to by:

19. SCOPE OF THE AGREEMENT

120 months or upon the true retainer being exhausted, then the terms and conditions in paragraph 1 shall apply.

The undersigned to this agreement acknowledges financial responsibility for payments required herein and agrees to comply with each and every covenant and condition as stated above.

20. CHOICE OF LAW AND FORUM SELECTION:

Any litigation or disputes arising out of this agreement shall be governed according to California law and litigated in the Los Angeles Superior. The parties give consent to jurisdiction in California.

21. SOURCE OF FUNDS:

Client represents that all funds used as payment in this matter are from a lawful source and are from the client. Client represents that even if the funds are from a third party that they are from the client due to the fact that the client is in custody at the time and may have third parties pay his expenses at his request whereas client will be reimbursing the third parties.

Date: 3/24/09



Client-Thomas Constantine

Date: _____

Attorney-Ronald Richards, Esq.